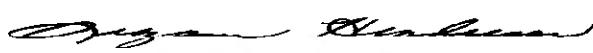


Electronically Recorded

Official Public Records



Suzanne Henderson

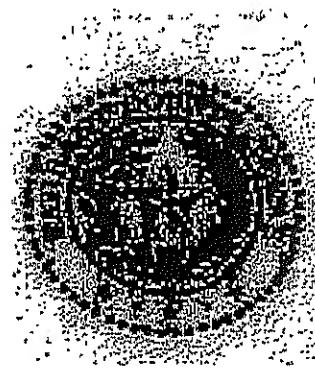
Tarrant County Texas

12/29/2010 7:53 AM

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PGS 6 \$36.00

Submitter: ACS



CHESAPEAKE ENERGY CORP.
ATTN: RECORDING TEAM
P.O. BOX 18496
OKLAHOMA CITY, OK 73154

Submitter: CHESAPEAKE OPERATING, INC

SUZANNE HENDERSON
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401

DO NOT DESTROY

WARNING – THIS IS PART OF THE OFFICIAL RECORD

ELECTRONICALLY RECORDED
BY ERXCHANGE

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

ELECTRICAL UTILITY EASEMENT AND RIGHT-OF-WAY

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TARRANT

§

Grantor(s):

APPLE NINE VENTURES OWNERSHIP, INC.,
a Virginia corporation
814 E Main St
Richmond VA 23219-3306

Grantee:

CHESAPEAKE OPERATING, INC.,
an Oklahoma corporation
P.O. Box 18496
Oklahoma City, OK 73154

That Apple Nine Ventures Ownership, Inc, a Virginia corporation, whose mailing address is 814 E Main Street, City of Richmond, Commonwealth of Virginia, hereinafter called "Grantor" (whether one or more), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, transfer, assign and convey unto CHESAPEAKE OPERATING, INC., an Oklahoma corporation, whose mailing address is P.O. Box 18496, Oklahoma City, OK 73154, and to its successors and/or assigns, hereinafter called "Grantee," a perpetual continuous easement and right-of-way (15') fifteen ft. in width (the "Easement"), as depicted on Exhibit "A" attached hereto, for placing, constructing, installing, inspecting, improving, operating, reconstructing, repairing, maintaining, replacing, relocating, changing the configuration of, modifying in size, number, operating capacity or otherwise and removing electrical utilities and utility services (including but not limited to sub-stations, poles, transmission, distribution, and other facilities and equipment, variable numbers of wires, lines, cables, surface mounted equipment, meters, conduits, manholes, vaults, transformers, switches, and sectionalizing devices, hereafter referred to as the "Electrical Equipment"), as they now exist or shall be hereinafter installed, including all appurtenances, attachments, and related acts deemed by Grantee to be necessary and/or desirable for Grantee's operation, over, under, across and upon Grantor's land to wit described in Exhibit "A" attached hereto and made a part hereof for all purposes (hereinafter "Grantor's Land").

For the same consideration and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the above-described Easement is subject to the following terms and conditions:

1. Grantee Access. Grantee, its agent, employees, contractors and subcontractors are hereby granted the right of pedestrian and vehicular ingress and egress over, across, upon and through Grantor's Land, and upon and along said Easement in connection with and during the construction of the Electrical Equipment and for all other purposes of constructing, maintaining,

operating, repairing, removing, replacing, reconstructing, and all other activities reasonable and necessary in connection with the electric service line on said Easement.

2. Restrictions on Grantor Use of Easement. Grantee shall have the right to prevent construction or placement within the Easement, any and all buildings, structures or other similar obstructions which may, at the sole judgment of Grantee, endanger or interfere with Grantee's use of this Easement or the efficiency, safety or convenient operation of said Electrical Equipment now or at any time in the future. If such buildings, materials, structures, or other obstructions are constructed or otherwise placed within the Easement by Grantor or any other party without the prior written consent of Grantee, then Grantee shall have the right to remove same from the Easement and Grantor agrees to pay Grantee the reasonable cost of such removal. Grantor shall not make changes in grade, elevation or contour of the land within the Easement without prior written consent of Grantee.

3. Grantee Right to Keep Clear Right of Way. Grantee shall have the right to trim or remove trees or shrubbery within said Easement, including by use of herbicides or other similar chemicals approved by the U.S. Environmental Protection Agency, to the extent in the reasonable judgment of Grantee, such trimming or removal may be necessary to prevent unreasonable interference with the operation of said Electrical Equipment or to remove possible hazards thereto.

4. Grantee Operation of Electrical Equipment. Grantor agrees that all Electrical Equipment shall remain the property of Grantee and may be removed at the sole option of Grantee. Grantor further covenants that Grantor, Grantor's heirs, successors and assigns shall facilitate and assist Grantee in exercising its rights herein described. Grantor further covenants that Grantor, Grantor's heirs, successors and assigns shall not, individually, or in combination with others, interfere directly or indirectly with Grantee's use of this Easement now or at any time in the future, or with the efficiency, safety or convenient operation of the Electrical Equipment.

5. Grantee Assignment. Grantee and Grantee's successors and assigns will have the right to assign (and/or license), or transfer this Electrical Utility Easement and Right-Of-Way Agreement in whole or in part.

6. Grantee reconveyance to grantor. Grantee may at any time, and shall upon permanent abandonment of said right-of-way, execute and record a reconveyance and release, whereupon this right-of-way and all rights and privileges herein granted shall be canceled and terminated. This Agreement shall remain in full force and effect until such time as Grantee permanently abandons the right-of-way herein described. Upon permanent abandonment, Grantee may, but shall not be obligated to, remove the facilities constructed on the right-of-way.

7. Entire Agreement. This Electrical Utility Easement and Right-Of-Way Agreement contains all covenants and terms between Grantor and Grantee related to the Easement. Any oral representations or modifications concerning this Electrical Utility Easement and Right-Of-Way Agreement shall be of no force and effect. Any subsequent amendment or modification to this Electrical Utility Easement and Right-Of-way Agreement must be in a writing signed by both Grantor and Grantee. No waiver by Grantee of any default or breach of any covenant, condition, or stipulation herein contained, or delay by Grantee in the utilization of any right herein granted, shall be treated as a waiver of any subsequent default or breach of the same or any other covenant condition or stipulation, or as waiver of any right of Grantee or of the ability of Grantee to utilize any such right at a future date.

TO HAVE AND TO HOLD the Easement unto said Grantee, its successors and assigns, forever, and Grantor hereby binds Grantor, and Grantor's successors, assigns, and heirs to warrant and forever defend said Easement unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED the 1 day of Nov, 2010.

GRANTOR:

APPLE NINE VENTURES OWNERSHIP, INC.,
a Virginia corporation

By: David Buckley

Name: David Buckley
Title: Vice President

GRANTEE:

CHESAPEAKE OPERATING, INC.,
an Oklahoma corporation

Signature
By: James C. Johnson
Title: Senior Vice President - Marketing

CORPORATE ACKNOWLEDGEMENT

COMMONWEALTH OF VIRGINIA
CITY OF RICHMOND

This instrument was acknowledged before me on the 6 day of October, 2010 by David Buckley, as Vice President of Apple Nine Ventures Ownership, Inc., a Virginia corporation, on behalf of said corporation.



Sheila Wright
Notary Public, Commonwealth of Virginia
Printed Name: SHEILA WRIGHT
Commission Expires: NOVEMBER 13, 2014

ACKNOWLEDGEMENT

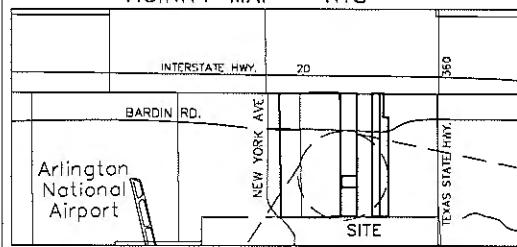
STATE OF OKLAHOMA
COUNTY OF OKLAHOMA

BEFORE ME, Tarah Bates, the undersigned notary public, on this day personally appeared James C. Johnson, as Senior Vice President - Marketing of Chesapeake Operating, Inc., on behalf of said corporation, who is known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed that instrument for the purposes and consideration therein expressed, and in that capacity therein stated.

GIVEN under my hand and seal of office this 9th day of NOV., 2010.



TaraL Bae
Notary's Public in and for the State of Oklahoma
My Commission Expires: 03/01/2014
Commission Number: 06002337

EXHIBIT 'A'
O'DANIELS SURVEY A-1186
TARRANT COUNTY, TEXAS

TEXAS STATE PLANE
BASIS OF BEARING: N 20° 06' 00.00 FT.
EASTING: 1000000.00 FT.
NORTHING: 1000000.00 FT.

SHERRY STREET
RIGHT OF WAY DEDICATION
INST. #D203068716
O.P.R.T.C.T.

ACCESS EASEMENT AGREEMENT BETWEEN
CHESAPEAKE EXPLORATION, LLC
AND I-20 JOINT VENTURE
INST. #D208443825
O.P.R.T.C.T.

TEXAS MIDSTREAM GAS SERVICES, LLC
30' PIPELINE EASEMENT
INST. #D208131304
O.P.R.T.C.T.

ARLINGTON COMMERCE CENTER, L.P.
INST. # D201098440
O.P.R.T.C.T.
ARLINGTON COMMERCE CENTER
LOT 2, BLOCK 2
CAB. A, SLIDE 12541
P.R.T.C.T.

METER PAD

30.0'

POB

OHP

OHP